

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

ALTOVA GMBH and §
ALTOVA, INC., § Civil Action No. 17-cv-11642
Plaintiffs, §
§ JURY TRIAL DEMANDED
v. §
SYNCRO SOFT SRL, §
Defendant. §

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Altova GmbH, and Altova, Inc. (together “Altova”), as and for their complaint against defendant, Syncro Soft Srl, (“Syncro Soft”), allege as follows:

THE PARTIES

1. Altova GmbH is an Austrian company having a primary place of business at Rudolfsplatz, 13A/9, A-1010 Wien, Austria.
 2. Altova, Inc. is a Delaware corporation having a principal place of business at 900 Cummings Center, Beverly, Massachusetts 01915.
 3. Upon information and belief, Syncro Soft SRL (“Syncro Soft”) is a limited partnership organized under the laws of Romania having a principal place of business at Remus 5A, Craiova 200082, Romania.

JURISDICTION AND VENUE

4. Altova GmbH and Altova, Inc. (collectively, “Altova”) bring this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(c)(3). Upon information and belief, Syncro Soft is not resident in the United States and therefore may be sued in any judicial district.¹

6. Syncro Soft is subject to this Court’s jurisdiction pursuant to due process and/or the Massachusetts Long Arm Statute due at least to its substantial business in this State and judicial district, including: (A) at least part of its past infringing activities, and (B) regularly doing or soliciting business through distributors/partners in this district and (C) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Massachusetts.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 9,501,456)

7. Altova incorporates paragraphs 1-6 above by reference.

8. Altova GmbH is the owner of U.S. Patent No. 9,501,456 (“the ’456 Patent”), entitled AUTOMATIC FIX FOR EXTENSIBLE MARKUP LANGUAGE ERRORS that issued on November 22, 2016. A true and correct copy of the ’456 Patent is attached as Exhibit A hereto.

9. Altova, Inc. is a licensee of the ’456 Patent and the United States subsidiary of Altova GmbH.

¹ See *TC Heartland LLC v. Kraft Foods Grp. Brands LLC*, 137 S. Ct. 1514, 1520 (2017).

10. Upon information and belief, the following describes, at least in part, the Syncro Soft OXYGEN XML Editor, including Quick Fix functionality.

XML Quick Fixes

The Oxygen XML Editor [Quick Fix support](#) helps you resolve errors that appear in an XML document by offering *Quick Fixes* to problems such as missing required attributes or invalid elements. *Quick Fixes* are available in **Text** mode and **Author** mode.

To activate this feature, hover over or place the cursor in the highlighted area of text where a validation error or warning occurs. If a *Quick Fix* is available for that particular error or warning, you can access the *Quick Fix* proposals with any of the following methods:

- When hovering over the error or warning, the proposals may be presented in a tooltip pop-up window and the available quick *Quick Fixes* include a link that can be used to perform the fix.



Figure 233: Quick Fix Presented in a Tooltip in Text Mode



Figure 234: Quick Fix Presented in a Tooltip in Author Mode

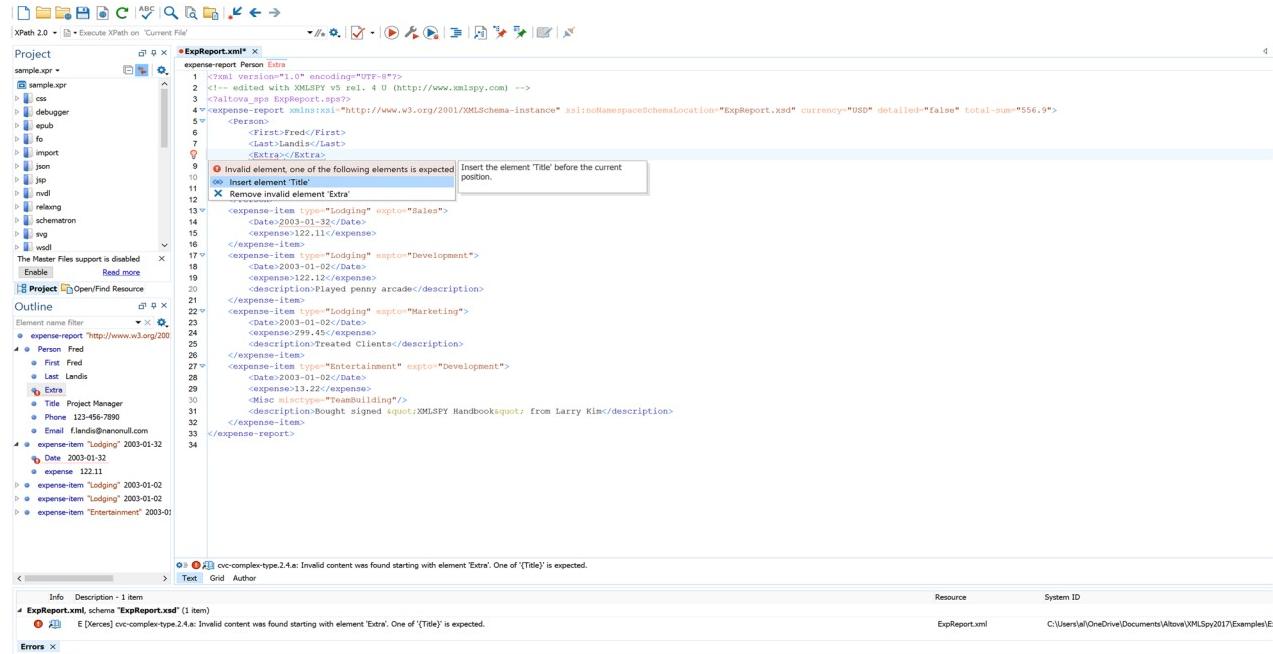
- When hovering over the error or warning in **Author** mode, a small *Quick Fix* drop-down menu is presented. You can use the drop-down menu to display a list of available *Quick Fixes* to select from for the particular error or warning.



Figure 235: Quick Fix Drop-Down Menu in Author Mode

- If you place the cursor in the highlighted area where a validation error or warning occurs, a *Quick Fix* icon (💡) is displayed in the stripe on the left side of the editor. If you click this icon, Oxygen XML Editor displays the list of available fixes.

11. Upon information and belief, the following describes, at least in part, the Syncro Soft OXYGEN XML Editor, including Quick Fix functionality.



12. Upon information and belief, the following describes, at least in part, the Syncro

Soft OXYGEN XML Editor, including Quick Fix functionality.

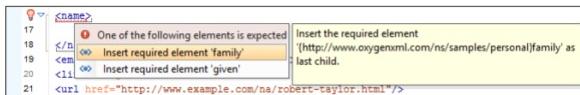


Figure 236: Quick Fix Menu Invoked by Clicking on the ⓘ Icon

- With the cursor placed in the highlighted area of the error or warning, you can also invoke the *Quick Fix* menu by pressing **Alt + 1 (Command + Alt + 1 on OS X)** on your keyboard.

Whenever you make a modification in the XML document or you apply a fix, the list of *Quick Fixes* is recomputed to ensure that you always have valid proposals.

Note: A *Quick Fix* that adds an element inserts it along with required and optional elements, and required and fixed attributes, depending on how the *Content Completion preferences* are configured.

Quick Fixes for DTD, XSD, and Relax NG Errors

Oxygen XML Editor offers *Quick Fixes* for common errors that appear in XML documents that are validated against DTD, XSD, or Relax NG schemas.

Note: For XML documents validated against XSD schemas, the *Quick Fixes* are only available if you use the default Xerces validation engine.

Quick Fixes are available in **Text** mode and **Author** mode.

Oxygen XML Editor provides *Quick Fixes* for numerous types of problems, including the following:

13. Upon information and belief, the following describes, at least in part, the Syncro

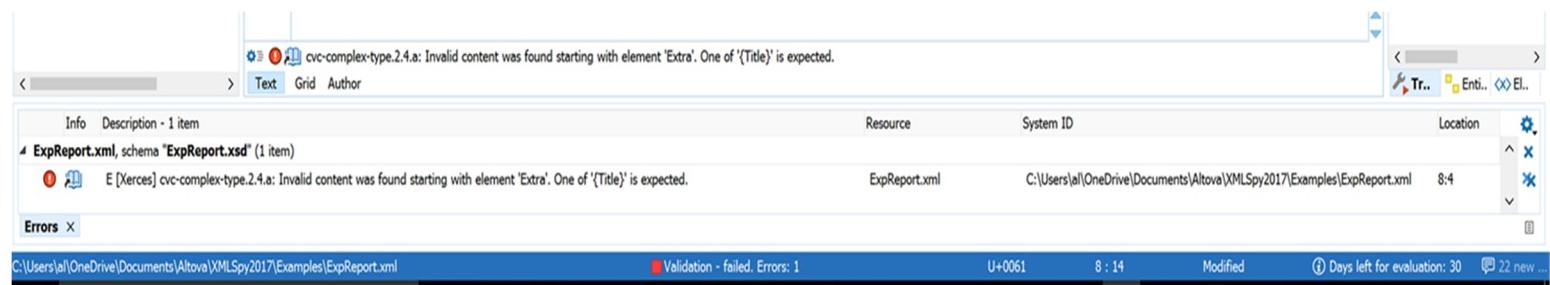
Soft OXYGEN XML Editor, including Quick Fix functionality.

```
5 <Person>
6   <First>Fred</First>
7   <Last>Landis</Last>
8   <Extra></Extra>
9 
10 ① Invalid element, one of the following elements is expected
11  ↵< Insert element 'Title'
12 ✖ Remove invalid element 'Extra'
13 <expense-item type="Lodging" expto="Sales">
14   <Date>2003-01-32</Date>
15   <expense>122.11</expense>
16   <expense-item>
```

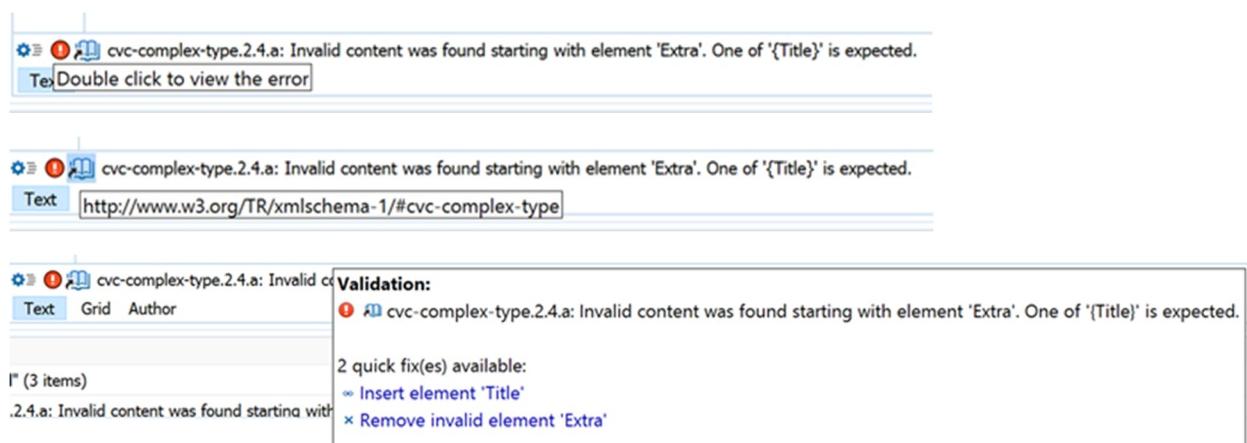
① Invalid element, one of the following elements is expected

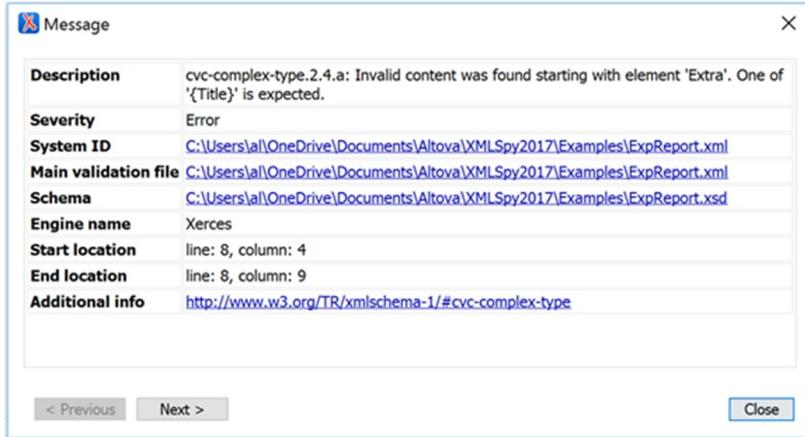
Insert the element 'Title' before the current position.

14. Upon information and belief, the following describes, at least in part, the Syncro Soft OXYGEN XML Editor, including Quick Fix functionality.



15. Upon information and belief, the following describes, at least in part, the Syncro Soft OXYGEN XML Editor, including Quick Fix functionality.





16. Syncro Soft has indirectly infringed and continues to indirectly infringe at least Claim 1 of the '456 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importation of at least Syncro Soft OXYGEN XML Editor with Quick Fix capabilities by Syncro Soft's customers who purchase at least Syncro Soft's OXYGEN XML Editor with Quick Fix capabilities and operate such software in accordance with Syncro Soft's instructions and therefore directly infringe one or more claims of the '456 Patent in violation of 35 U.S.C § 271. Syncro Soft instructs its customers through live and web demonstrations, training videos, brochures and installation and user guides, such as those located at the following:

<https://www.oxygenxml.com/doc/versions/19.0/Editor-UserManual.pdf>

<https://www.oxygenxml.com/doc/versions/19.0/EditorEclipse-UserManual.pdf>

<https://www.oxygenxml.com/doc/versions/19.0/Developer-UserManual.pdf>

https://www.oxygenxml.com/doc/brochures/Datasheet_XML_Editor.pdf

https://www.oxygenxml.com/demo/XSLT_Quick_Fix_Support.html

<https://www.youtube.com/watch?v=SF2cPf7CqBA>

Syncro Soft is thereby liable for infringement of the '456 Patent pursuant to 35 U.S.C § 271(b).

17. Syncro Soft has indirectly infringed and continues to indirectly infringe at least Claim 1 of the '456 Patent, by among other things, contributing to the direct infringement of others, including without limitation, customers of its OXYGEN XML Editor software, by making, offering to sell, or selling, in the United States, or importing a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringement of the '456 Patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

18. For example, the Syncro Soft software module that allows its customers to automatically identify, display and correct a code error is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patented process. Furthermore, such software module is a material part of the invention and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Thus, Syncro Soft is liable for infringement pursuant to 35 U.S.C § 271(c).

19. Syncro Soft will have been on notice of the '456 Patent since, at the latest, the service of this complaint. By the time of trial, Syncro Soft will thus have known and intended (since receiving such notice), that its continued actions would actively induce and contribute to actual infringement of at least Claim 1 of the '456 Patent.

20. Syncro Soft may have infringed the '456 Patent through other software utilizing the same or reasonably similar functionality, including other versions of its OXYGEN XML Editor. Altova reserves the right to discover and pursue all such additional infringing software. For the avoidance of doubt, the OXYGEN XML Editor software is identified for exemplary purposes and in no way limits the discovery and infringement allegations against Syncro Soft

concerning other software that incorporates the same or reasonably similar Quick Fix functionality.

21. Altova has been damaged, reparably and irreparably, by Syncro Soft's infringement of the '456 Patent and such damage will continue unless and until Syncro Soft is enjoined.

PRAYER FOR RELIEF

Altova requests that the Court enter judgment against Syncro Soft as follows:

- (A) that Syncro Soft has infringed the '456 Patent;
- (B) awarding Altova its damages suffered as a result of Syncro Soft's infringement of the '456 Patent pursuant to 35 U.S.C. § 284;
- (C) enjoining Syncro Soft, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '456 Patent pursuant to 35 U.S.C. § 283;
- (D) awarding Altova its costs, attorneys' fees, expenses and interest, and
- (E) granting Altova such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Altova hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: August 31, 2017

Respectfully submitted,

/s/ Kerry L. Timbers

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